

**CORPORATION OF THE  
MUNICIPALITY OF WEST PERTH**

**BY-LAW 46-2007**

**Being a By-law to provide  
for the regulation of the  
North Logan Cemetery**

**WHEREAS** the *Cemeteries Act (Revised), R.S.O. 1990, Chapter C.4* requires the operation of a cemetery to be in accordance with the by-laws applying to the cemetery;

**AND WHEREAS** the Municipality of West Perth is the owner of the North Logan Cemetery;

**NOW THEREFORE** Council of the Municipality of West Perth hereby enacts as follows:

**1. Definitions**

- 1.1 "Act" shall mean the *Cemeteries Act (Revised), R.S.O. 1990 Chapter C.4*
- 1.2 "Board" means the North Logan Cemetery Committee as appointed from time to time by the Council of West Perth
- 1.3 "Care and Maintenance Fund" means the trust fund in which all monies received by the cemetery for the care and maintenance of plots and monuments have been invested
- 1.4 "Cemetery" means the North Logan Cemetery, located on Lot 29, Concession 15, Logan Ward, Municipality of West Perth, Perth County (6742 Line 53).
- 1.5 "Chairperson" means the chairperson of the North Logan Cemetery Committee
- 1.6 "Certificate of Interment Rights" means the certificate issued by the North Logan Cemetery Committee to the purchaser of interment rights in either a lot, plot
- 1.7 "Cremation Lot" means any burial space intended to receive not more than 4 (four) cremated remains and having a minimum size of 0.91 meters (3 feet) by .60 meters (2 feet).
- 1.8 "General Maintenance Account" means the account that has been set aside for maintenance of the cemetery and for services rendered in connection with its operation
- 1.9 "Grave" means a lot - any burial space intended for an adult, and having a size of 1.27 meters (4 feet 2 inches) by 3.05 meters (10 feet).
- 1.10 "Interment Rights" includes the right to require or direct the interment of human remains in a lot.
- 1.11 "Lot" means an area of land in a cemetery containing, or set aside to contain, human remains; a grave
- 1.12 "Marker" means any memorial of granite, marble, or bronze set flush with the surface of the ground, and used to mark the location of a lot
- 1.13 "Ministry" means the Ontario Ministry of Government Services, Consumer Protection Branch.
- 1.14 "Monument" means any permanent memorial projecting above the ground level
- 1.15 "Plan" means the plan of the cemetery, approved by the Ministry of Consumer and Commercial Relations for Ontario
- 1.16 "Plot" means two or more lots in which the rights to inter have been sold as a unit
- 1.17 "Secretary" means the Secretary-Treasurer of the North Logan Cemetery Committee

**2. General**

- 2.1 The Cemetery shall be governed by the terms of this by-law and the Act.
- 2.2 The North Logan Cemetery Committee (the 'Board') shall have the responsibility to establish policies concerning the Cemetery, on behalf of the Municipality from time to time.
- 2.3 The Board shall consist of five members. Two members shall be of the public, appointed by by-law by the Council of the Municipality of West Perth, and whose term of office shall coincide with the municipal election. Three members shall be of the Municipal Council, appointed by by-law by the Council, and whose term shall be one calendar year.
- 2.4 The Committee shall appoint a chair from among its members, as deemed necessary by the Committee.
- 2.5 The Secretary-Treasurer will record the minutes of the meetings and the resolutions adopted and have care of all records and documents, and conduct all correspondence. The Secretary-Treasurer shall keep a proper record of all money transactions as they pertain to cemetery operations.
- 2.6 The Board shall have no responsibility for loss or damage from causes beyond their control and especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of the military or civil authority, whether damage be direct or collateral.
- 2.7 The Board shall take reasonable precautions to protect the property of interment rights holder, but they assume no liability or responsibility for loss of, damage to any article of any type that is placed on any lot or plot.
- 2.8 Requests for benches, etc. must be made in writing to the Board, and will be considered and/or approved on an individual basis.

**3.0 Sale and Transfer of Lots**

- 3.1 Each lot must be individually sold.
- 3.2 Purchases of lots must be made through the Board Secretary.
- 3.3 Interment rights in lots and plots may be purchased from the Cemetery at the rates filed with the Ministry and according to the plans approved by the Ministry that are on file in the office of the Secretary-Treasurer of the Cemetery. The prices for lots include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund. Purchase prices are attached hereto as Schedule 'A' and form a part of this by-law.
- 3.4 The deposit to the Care and Maintenance Fund shall be as specified in the regulations under the Cemeteries Act Revised 1990 (O. Reg 327/99):
  - 3.4.1 In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price, or \$150.00;
  - 3.4.2 In the case of an in-ground grave for the burial of a child or of cremated remains, 40% of the selling price.
- 3.5 Payments for lots shall be made to the Secretary-Treasurer of the North Logan Cemetery Committee, Municipality of West Perth.
- 3.6 At the time of any lot purchase and upon payment in full, the purchaser will be provided with the following documentation:
  - 3.6.1 A copy of the contract (sample attached as Schedule 'B')
  - 3.6.2 A copy of the Cemetery By-law
  - 3.6.3 A Certificate of Interment Rights (sample attached as Schedule 'C')

- 3.7 Purchasers of lots acquire only the right and privilege of burial of the dead and of constructing monuments or placing markers, subject to the Cemetery By-law.
- 3.8 Lots previously sold, for which provisions for Care and Maintenance has not been made, may be placed under this plan by the payment of the charges set forth in the tariff of rates.
- 3.9 To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein shall be binding upon the Board until notice is given in writing to the Secretary-Treasurer specifying the name and address of the proposed transferee and date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, and payment of a fee as noted in Schedule 'A,' the transfer shall be made.
- 3.10 In cases of transmission of ownership by will or bequest of interment rights, the management reserves the right to require the production of a notaries copy of the will or other evidence sufficient to prove ownership.
- 3.11 An interment rights holder may require, by written demand, the Cemetery to repurchase the rights at any time before they are used.
- 3.12 If the cemetery receives notice that a contract is cancelled within thirty days of initial purchase, the Cemetery will refund to the purchaser all money received under the contract, within thirty days of receiving the notice.
- 3.13 If the cemetery receives notice that a contract is cancelled after thirty days of initial purchase, the Cemetery shall retain all funds placed in the Care and Maintenance fund. This also applies to all purchases or contracts that pre-date this by-law.
- 3.14 If the original selling price is unknown, the repurchase price shall be deemed to be \$50.00, in accordance with the *Cemeteries Act (Revised) R.S.O. 1990 chapter C4*. In accordance with the Act, the Cemetery is not required to repurchase the interment rights for more than four lots held by the same interment right owner in a twelve month period.
- 3.15 NO REFUND will be made for any lot if any interment rights have been exercised.
- 3.16 If any lot is sold and has not been used after a 80 year period, it may be considered abandoned. The Cemetery may apply to the Registrar for a declaration that the interment rights are abandoned after making inquiries and giving reasonable notices to find the interment rights holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is not an appeal by the end of the time period allowed for appeal, the Cemetery may resell the lot in question.
- 3.17 Any person whose interment rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar shall order the Cemetery to provide better or equivalent interment rights in that cemetery or to refund the amount that it would cost to purchase better or equivalent interment rights in the cemetery or if no interment rights are available in the cemetery, in the closest cemetery appropriate to the religious or ethnic affinities of the person whose interment rights have been resold.

#### 4.0 **Interment and Disinterment**

- 4.1 Winter burials shall only take place weather permitting or on a medical order. Burials shall occur between the dates of April sixteenth and November thirtieth (inclusive).

- 4.1.1 Interments will not be done any Sunday or Statutory holiday unless ordered to do so by a representative of the Ministry of Health or that additional fees are charged back to the deceased estate and that staff are available to do the work.
- 4.2 Not more than one burial shall be made in any single grave except:
  - 4.2.1 That of the cremated remains of up to eight persons,
  - 4.2.2 or a 60.96 cm x 30.48 cm (24"x12") infant container may be buried at the head of a single grave in which a casket containing human remains has been buried, provided space is available.
- 4.3 Remains to be buried in a lot must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.
- 4.4 The Board recommends the use of a concrete vault for all burials. A concrete vault shall be required when directed by the Medical Officer of Health and/or the Ministry of Labour.
- 4.5 All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.
- 4.6 The chairperson or designate shall be in attendance at each interment.
- 4.7 A burial permit issued by the Division Registrar, showing that the death has been registered, must be deposited with an official of the Board before interment can take place.
- 4.8 In the case of a cremated interment or inurnment, the cremation certificate must be deposited with an Official of the Board.
- 4.9 Persons requesting interment in lots or plots shall be held responsible for charges incurred, in accordance with Schedule 'A' of this By-law. The interment fee includes the opening and closing of the lot and the registration of the burial. The scale of fees for lot openings is based on the size of the lot and labour involved.
- 4.10 When interment rights in a lot or plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 4.11 No lot shall be opened for interment or disinterment by any person not in the employ, or under the direction of the Board, except under special circumstances, and by permission of the Board.
- 4.12 No person shall remove human remains, except cremated remains, from a cemetery unless a certificate from a Medical Officer of Health or the North Logan Cemetery Board confirming that the Cemeteries Act and the regulations have been complied with, is affixed to the container. A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred according to the Cemeteries Act and regulations.
- 4.13 The Cemetery will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 4.14 No interment shall be permitted in any lot where the burial rights have not been paid in full.
- 4.15 Funeral corteges within the cemetery shall follow the route indicated by the chairperson or designate.
- 4.16 The Cemetery reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Cemetery may either cancel such grant or substitute other interment rights, or lot of equal value and similar location as far is reasonably possible; or refund all money paid on account for such

purchase. Notice will be given personally to the rights owners. If necessary, it may be mailed to the rights owners or their legal representative, at their last appearing address in the record books of the cemetery. In the event any such error may involve the disinterment of remains, the Cemetery shall first obtain the approval of any regulatory authority and the interment rights owner.

4.17 The cemetery shall not be held responsible for any errors made for any funeral arrangements made over the phone.

4.18 Notice of each interment to be made shall be given to the Secretary-Treasurer at least 36 hours in advance, 16 hours of which must be regular working hours. The Board cannot be held responsible for having lots prepared for funerals unless such notice is given.

## 5.0 Care of Lots

5.1 All lots and plots sold or assigned shall be maintained and kept properly graded, sodded and mown by employees of the Board.

5.2 No person shall do any work upon a burial lot without the permission of the chairperson.

5.3 No unauthorized person shall sod or move lot markers.

5.4 Trees, shrubs, flowers or other plants may be cultivated on lots, but only such varieties that are in keeping with the general plan of the grounds and subject to the approval of the Chairperson. No trees or shrubs growing within any lot may be removed or altered without the consent of the Chairperson. No planting of trees or shrubs will be permitted on grave sites.

5.5 Evergreens are permitted only on lots having a monument and only one shall be planted on either side of the monument. All plantings must be approved by the Chairperson.

5.6 The height of such shrubs and/or ornamental trees shall at no time exceed .91 m (3 feet) above adjacent ground level.

5.7 The diameter of such shrubs and or ornamental trees at their widest point, including all foliage shall at no time exceed 35.56 cm (14 inches), or obstruct adjacent lots.

5.8 Lot owners desiring outside gardeners to do work on their lots must furnish the chairperson with written authority for the same. Gardeners or Florists or their employees shall not enter the Cemetery on Sunday for business purposes.

5.9 If any shrubs or trees situated in any lot shall have become by means of their roots or branches or in any other way detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Board may remove such trees, shrubs or parts thereof, after 30 days notice to the interment rights holder. Planting of trees on cemetery property will be allowed by written permission by Chairperson only.

5.10 You must secure permission from the Chairperson before removing flowers, plants, ribbons or other articles from the graves or lots.

5.11 No glass containers of any kind are allowed in the cemetery at any time.

5.12 Nails, wires, wooden crosses, articles of glass or pottery or any other material are not allowed in the cemetery.

5.13 Borders, fences, railings, walls, cut-stone coping and hedges in or around lots are prohibited.

5.14 Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Chairperson shall remove the same.

5.15 No interment rights holder shall change the grading of his lot, and in case of any such change, the Board may restore the lot

to its original grade at the expense of the interment rights holder.

- 5.16 The Board shall not be responsible for loss or damage to any articles left upon lot or plot.

#### 6.0 Care of Lots - Flowers

- 6.1 The Cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or for any other reason such removals to be in the best interest of the Cemetery.
- 6.2 Decoration Day is on the fourth Sunday in June of each year.
- 6.3 Artificial flowers are permitted, provided they are properly maintained and not detrimental to the general maintenance of the Cemetery.
- 6.4 Vases, urns and flower stands not properly cared for and not filled with plants by the first week in June, in any year, may be removed from the lot. Any stand, holder, vase or other receptacle for flowers which are unsightly or unsuitable may be prohibited or removed by the Chairperson.
- 6.5 Flower beds not exceeding 30.48 (12 inches) in width shall be permitted in front of the bases of monuments, and where there is no monument, can only be made by permission or under the supervision of the Chairperson. Planting of borders around lots is prohibited.
- 6.6 To preserve the orderly appearance in the cemetery, any flower bed of the previous year which has not been planted by June 15<sup>th</sup>, may be sodded by the Board.
- 6.7 Flower beds are required to be cleared of tender plants after the first frost of the autumn. Lot owners desiring to take any plants away should do so before their removal becomes necessary.
- 6.8 Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical.
- 6.9 Those who place potted plants or urns, not planted by the cemetery, are responsible for their upkeep and must remove them by September 15.
- 6.10 Cement urns are allowed to remain after September 15 by the cemetery lot but must be placed upside down as close to the monument base as possible.
- 6.11 Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after October 15<sup>th</sup>, provided they are securely fastened to the monument, or where there is no monument, mounted on a stand of at least 76.20 (30 inches) high and securely anchored to the ground. To preserve the proper appearance of the grounds, artificial wreaths anchored to the ground must be removed before April 1<sup>st</sup> of each year; otherwise Cemetery authorities will remove them.

#### 7.0 Monuments and Markers

- 7.1 No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.
- 7.2 No monument, footstone, marker or memorial of any kind shall be placed, moved altered or removed without permission from the Chairperson.
- 7.3 Candle holders and vases may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an

unbreakable, heat-resistant glass or of a plastic material that is fire resistant.

7.3.1 Candle holders must be included in determining the overall size of the memorial.

7.3.2 A maximum of two candles or vases shall be placed on the base of the monument. They must be centered on the end or ends of the base.

3.1.1 A candle holder must be fully enclosed on all sides by a door or lid.

3.1.2 A candle holder must be adequately drained to prevent any collection of water.

7.4 Every person installing a monument or marker in the cemetery shall pay the prescribed amount, as set out in the Act, and attached hereto included in Schedule 'A' to the North Logan Cemetery's Care and Maintenance Fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.

7.5 If a monument or marker in a cemetery presents a risk to public safety because it is unstable, the North Logan Cemetery Board shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.

7.6 All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.

## 8.0 Monuments

8.1 Minor scraping of the base portion of the upright monuments due to the turf mowing operations is considered by the Cemetery to be normal wear.

8.2 The Cemetery will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, or part thereof except where such damage or loss is due to its negligence.

8.3 A double lot is allowed one upright monument and only two footstones.

8.4 The maximum size monument allowed on a single lot is:

Height	1.22 meters	(4 feet)
Width	0.66 meters	(26 inches)
Base (minimum)	35.56 cm	(14 inches)
Die (minimum)	20.32 cm	(8 inches)

8.5 The maximum size monument allowed on a double lot is:

Height	1.22 meters	(4 feet)
Width	1.52 meters	(5 feet)
Base (minimum)	35.58 cm	(14 inches)
Die (minimum)	20.32 cm	(8 inches)

8.6 The minimum thickness of a die should be 15.24 cm (6 inches). Should the monument exceed 100 cm (3 feet) overall height, the die must be 20.32 cm (8 inches).

8.7 No base shall be closer than 30 cm. (12 inches) to the lot width side lines on which it is to be installed.

8.8 The die stones must be installed on a granite base. The height of the base shall be a minimum of 20.3 cm. (8 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.

8.9 Monuments cannot be placed "back-to-back" against another.

8.10 Monuments must be placed at the centre of the head end of the lot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Chairperson before a monument is set.

- 8.11 Book or pillow markers shall be allowed only in designated areas in the cemetery.
- 8.12 No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the cemetery.
- 8.13 All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the owner.
- 8.14 All foundations for monuments and markers shall be built by, or contracted to be built for, the Board at the expense of the interment rights holder.
- 8.15 No foundations may be constructed after November 15<sup>th</sup> in any year or before May 1<sup>st</sup> in the following year.
- 8.16 The foundation shall be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the interment rights holder and-or supplier, the foundation must be removed and rebuilt by the cemetery at the expense of the interment rights holder.
- 8.17 Foundations will be not less than 1.00 meters (3 feet) deep and they will be set at the Chairperson direction. The surface area of foundation shall be flush with the surrounding ground level and shall provide a level surface free of defects.
- 8.18 Foundations must be cured for a minimum of 48 hours before placing the monument.
- 8.19 No concrete shall be placed until a representative of the cemetery has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set.
- 8.20 Defective areas must be repaired to the approval of the cemetery management. The finished concrete shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood having a minimum thickness of 1.27cm (1/2 inch). All rubbish and excavated material shall be removed from the excavation site to a place designated by the Chairperson

## 9.0 Markers

- 9.1 The owner may on the receipt of his Rights Certificate, at his own expense have bronze, stone or concrete land marks 15.24 cm (6 inches) square and not less than 15.24 cm (6 inches) deep, dressed on all sides and bearing suitable identification permanently marked thereon, placed at the corners of the lot or lots conveyed to him, such posts to be planted flush with the ground.
- 9.2 Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
- 9.3 Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future interments:

single lot maximum	30.48cm x 60.96 cm (12" x 24")
double lot maximum	30.48cm x 107.0 cm (12"x42")
cremation lot maximum	42.60cm x 50.70 cm (16" x 20")
- 9.4 Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them.

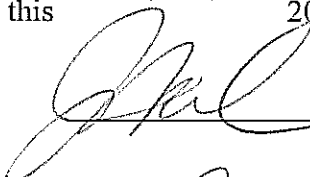
- 9.5 Each single lot may be marked on the ground with a flat marker only, unless otherwise designated monument section.
  - 9.6 One marker may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument and shall not exceed 42.60 cm x 60.96 cm (16" x 24").
  - 9.7 Any flat marker that exceeds the standard width of 30.48 cm (12 inches) can only be installed after a full interment has taken place.
  - 9.8 The minimum thickness for all flat markers including footstones is 10 cm (4 inches).
10. **Rules for Monument Dealers, Contractors and Workers**
- 10.1 No monument or marker will be delivered to the cemetery without the Request for Installation form containing the following information:
    - a) The Interment rights owners' name and address.
    - b) Instructions for placement of the marker or monument
    - c) The dimensions in the case of a flat marker
    - d) In the case of a monument:
      - i) The dimensions of the die, height, width, length
      - ii) The dimensions of the base, height, width, length
      - iii) The overall size of the monument
      - iv) A description of the monument; colour and design
      - v) The appropriate amount for the Care & Maintenance Fund in relation to the size of the marker or monument as set out in the Act.
  - 10.2 Monument dealers must state on each order the date they wish foundations ready and must give at least fifteen working days notice before the work is required.
  - 10.3 No monument or marker will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
  - 10.4 No monument or marker will be removed without written permission from the Secretary-Treasurer.
  - 10.5 All companies who do work in the North Logan Cemetery, shall have Worker's Compensation coverage for their workers as well as sufficient liability insurance.
  - 10.6 Contractors, masons and stone-cutters shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from injury.
  - 10.7 There shall not be a variance of more than 1.27 cm (1/2 inch) in the size of the base required as stated on the work order and the size of the monument delivered.
  - 10.8 Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
  - 10.9 All work must be done during regular cemetery hours, unless by special permission of the Chairperson.
  - 10.10 Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
  - 10.11 All implements and materials used in the performance of any work shall be placed where the Chairperson may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Chairperson may order. Otherwise the obstructions will be removed, at the expense of the monument dealer.
  - 10.12 If a monument company desires to set a flat marker they must make written arrangements as to time of installations with the Chairperson as all work must be supervised by an employee of the cemetery. The monument dealer shall pay to the North Logan Cemetery the prescribed fee plus necessary taxes for supervising the monument company's people.


11.0 **Rules for Visitors**

- 11.1 Visitors are always welcome at the cemetery during the open hours, from 8:00 am until sundown. They are asked to remember the respect due to the dead.
- 11.2 The Chairperson and assistants are empowered and are required to preserve order and decorum in the cemetery.
- 11.3 No parades other than funeral processions shall be admitted to or be organized within the cemetery.
- 11.4 Children under age of twelve years are welcome in the Cemetery grounds when accompanied by an adult, who shall be responsible for their conduct and shall see that they do not run over the lots, or climb upon the monuments.
- 11.5 Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass unless directed to do so by the Chairperson.
- 11.6 No pleasure ATV's (all terrain vehicles) or snowmobiles are allowed in the cemetery.
- 11.7 Owners of vehicles and their drivers shall be held responsible for any damage done by them.
- 11.8 Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.
- 11.9 No dogs, or other pets shall be allowed in the cemetery.
- 11.10 No picnic party shall be permitted on the cemetery grounds.
- 11.11 Any complaints by interment rights holders or visitors should be made to the Chairperson, and not to workmen on the grounds and controversies with workmen or others on the grounds are to be avoided.
- 11.12 Any person who, in the cemetery, damages or moves a tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the North Logan Cemetery and any interment rights holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 11.13 Rubbish shall not be thrown out on roads, walks, or any part of the grounds, but must be removed by owner or placed in receptacles which are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.
- 11.14 Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws, must be expelled from the grounds.
- 11.15 Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery, may be removed by the cemetery. An article removed will be held at the cemetery for collection; if not collected, it will be disposed of after one month.
- 11.16 No tips or gratuities are to be given to cemetery workers by visitors or lot owners, nor shall any be accepted by any cemetery workers.

Read a first and second time this <sup>10<sup>th</sup> day of September</sup> 2007.

Read a third time and finally passed this <sup>10<sup>th</sup> day of September</sup> 2007.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk-Administrator

Schedule 'A'  
By-law 46 - 2007  
North Logan Cemetery By-law  
Cemetery Fees

G.S.T. additional, where applicable		
Land (1 lot)		\$ 400.00
Care & Maintenance*	40% of lot price	Minimum \$ 150.00
Transfer Fee	(per lot)	\$ 50.00
<i>Interment Fees</i>		
Interment	(grave opening/closing)	\$ 435.00
Cremation Interment		\$ 225.00
Grave Marking		\$ 50.00
Marking foundation for	Monument	\$ 50.00
Care & Maintenance on	Monument	\$ 100.00

\* Care and maintenance may be included on lots sold/purchased before 1950

Contract for the Purchase of Interment Rights
North Logan Cemetery - Municipality of West Perth
Mitchell, Ontario N0K 1N0

This agreement, made and executed in duplicate, this \_\_\_ day of \_\_\_, 2007 pursuant to the Cemeteries Act (Revised) R.S.O. 1990 C. 4 and Regulations and amendments thereto,

BETWEEN: NORTH LOGAN CEMETERY - MUNICIPALITY OF WEST PERTH "the Owner"
AND:

\_\_\_\_\_ (name of Purchaser)
of \_\_\_\_\_ (address) "the Purchaser"

Location: Block Range \_\_\_\_\_ Plot Lot \_\_\_\_\_

Therefore, the Owner and Purchaser agree as follows:
Purchase price, the total purchase price shall be as follows:

Table with 2 columns: Item, Amount. Includes rows for Land, Internment/Inurnment, Care & Maintenance for monument, Foundation marking for monument, Subtotal, G.S.T., and TOTAL. Values are \$0.00.

Care & Maintenance - Forty percent (40%) of the purchase price set noted above shall be set aside for care and maintenance and deposited with the Secretary for this express purpose. The minimum amount to be set aside shall be \$150.00

Resale - Resale of interment rights by the Purchaser is prohibited.

Cemetery By-laws - Copies of the By-law governing the operation of the Cemetery and the exercise of interment rights in the Cemetery hereinafter referred to as the "By-laws" are attached hereto and have been received and read, and the Purchaser agrees to be guided by the said By-laws, as well as the provisions of the Cemeteries Act (Revised) R.S.O. 1990 C.4 and regulations made thereunder, as if these were included as part of this contract.

Certificate of Interment Rights - A certificate of Interment Rights will not be issued until the Interment rights have been paid for.

Repurchase by Owner - Subsection 23(1) of the Cemeteries Act (Revised) provides that an interment rights holder may require, by written demand, the owner to repurchase the rights at any time before they are used. Subsection 30(1) of the Regulation further provides that the repurchase price shall be determined by establishing the amount paid by the purchaser for the rights (as set out in this Contract), less the amount the Owner paid into the Care and Maintenance Fund in respect of the interment rights (percentage noted in this contract). In accordance with these requirements, the repurchase price to be paid by the Owner for each lot to which the interment rights relate, shall be \$0.00

Limitation - Restrictions - The following limitation and restrictions apply to the exercise and transfer of interment rights:

An administration charge applies to transfer of interment rights, as per By-law xx-2007. Note - 'Transfer' means a gift, bequest or other transfer made without consideration.

Documents - Before a person may exercise the interment rights, the following documents must be provided to the Owner.

- Interment Order Certificate of Interment Rights Other

Conditions of Contract - Contract is subject to the terms of By-law xx-2007, Municipality of West Perth.

Witness Signature Signature of Owner (Representative)
Witness Signature Signature of Purchaser
Date of Purchase

**Certificate of Interment Rights**  
**North Logan Cemetery - Municipality of West Perth**

This certificate is pursuant to the *Cemeteries Act (Revised) R.S.O. 1990, C.4*, Regulations and Amendments.

Whereas interment rights have been paid for, in the amount specified below, under a Contract for the Purchase of Interment Rights,

**North Logan Cemetery - Municipality of West Perth**

A body licensed under the laws of the Province of Ontario, having its head office at:

**Mitchell, Ontario (West Perth), in the County of Perth**

Hereinafter, "the Owner"

Hereby confers upon:

0

Hereinafter, "the Purchaser"

Interment rights as described below in the

**North Logan Cemetery, West Perth**

Hereinafter, "the Cemetery"

Location:	<b>Block</b>	0	<b>Plot</b>	0
	<b>Range</b>	0	<b>Lot</b>	0

Total Dimensions: 1.27m x 3.05m (4' 2" x 10')

Date of Purchase 0

Amount paid by Purchaser, for interment rights \$0.00

Amount deposited into Lot Care & Maintenance Fund \$0.00

Amount deposited into Monument Care & Maintenance Fund, where applicable \$0.00

Transfer of Interment Rights - If the Purchaser transfers the Interment Rights herein conferred, this Certificate cannot be transferred, but must be returned to the Owner, who will issue a new Certificate. An Administration fee will apply to all transfers.

"Transfer" means a gift, bequest or other transfer made without consideration.

The installation of markers within the Cemetery, shall be subject to the Municipality of West Perth By-law xx- 2007.

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 Signature of Owner (Representative)  
 Municipality of West Perth